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ABSTRACT

The collective bargaining agreement between Bard College and the Bard College Chapter of the American Association of University Professors (AAUP) covering 1986-1987 is presented. Items covered in the agreement are: unit recognition, faculty notice of reappointment, tenure, adequate cause for dismissal, hearings, financial exigency, other dismissals and grievances, terms of dismissal, retirement, faculty workload, academic policy, research and travel, administrative services, housing, sabbatical leaves, promotion, merit pay, equity raises, salary, past practices, and nondiscrimination. Appendices provide information on the following fringe benefits: sick leave and disability, social security, workmen's compensation, unemployment insurance, retirement, Blue Cross/Blue Shield, major medical insurance, educational benefits, discount purchases, and professional development fellowships. A data sheet for merit raise consideration is included. (SW)

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[1986 - 1987]
AGREEMENT BETWEEN
BARD COLLEGE
AND
THE BARD COLLEGE CHAPTER OF
THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

This agreement is made June 1, [1986] by and between Bard College (hereinafter referred to as "the College") and the Bard College Chapter of the American Association of University Professors (hereinafter referred to as "the Chapter"). The agreement is made expressly subject to all applicable laws of the State of New York, and of the United States.

I. RECOGNITION

The College recognizes the Chapter as the collective bargaining agent for the Faculty (as defined below, Article II) and as the exclusive agent to negotiate the terms and conditions of Faculty employment at the College, provided that this action in no way limits the right of individual Faculty members or of the President of Bard College (hereinafter referred to as "the President") to discuss and establish particular arrangements to cover individual faculty employment situations. Such agreements shall not be in conflict with the terms of this agreement.

The Chapter recognizes that the Board of Trustees of Bard College (hereinafter referred to as "the Board") shall retain all management rights and functions as vested in it by law, except as limited by the express terms of this agreement.

II. FACULTY

For the purpose of this agreement, the term "Faculty" shall include all Faculty holding teaching contracts for 6/13 or larger fractions.

NOTE: All changes from the [1985 - 1986] Agreement are shown in brackets ([]).

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III. NOTICE

The precise terms and conditions of every academic appointment (for Faculty and for all other teachers) shall be in the possession of both the College and the teacher before the appointment is consummated. Faculty Handbook (hereinafter referred to as "Handbook") I.5c.1 The College will normally notify Faculty members of the terms and conditions of their renewals by April 1st, but in no case will contracts be issued later than April 15.

Notice of non-reappointment of probationary Faculty will be given as provided in Handbook I.5c.3.

IV. TENURE

Academic tenure means academic appointment that can be terminated only for specifically stated causes. It should be granted only to persons who have demonstrated by passing successfully through a substantial period of probation that they are fully qualified teachers. (Handbook, I.6.1.)

Such tenure has one purpose and justification: to ensure the adherence of the College to its stated policy of academic freedom. It is not justified as or intended to be a compensation for low salaries or a reward for long and faithful service. The benefits of economic security which it confers upon the individual to whom it applies are only incidental to the benefits it confers upon society in guaranteeing to the scholar and teacher the opportunity for the free and unbiased pursuit of truth and understanding. (Handbook, I.6.1.)

V. ADEQUATE CAUSE FOR DISMISSAL

After the expiration of the probationary period, Faculty members should have tenure until their retirement for age, and their service should be terminated only for adequate cause, or, under extraordinary circumstances, because of financial exigencies. (Handbook, I.6.1.) "Adequate cause," as used above, is defined as refusal, failure, or prolonged inability to perform contractual duties in accordance with recognized professional standards.

If the President believes there is adequate cause for the dismissal of a Faculty member, the President will consult with the Faculty Senate. Dismissal proceedings will be initiated only upon a detailed written statement of charges by the President. After receipt of such a statement of

charges, the Faculty member shall have three weeks to request the Faculty Executive Committee to arrange a hearing.

VI. HEARING

At the request of the Faculty member, the Faculty Executive Committee will arrange a hearing on the charges before an appropriate ad hoc committee of the Faculty, which the Faculty Executive Committee will designate in consultation with the Chapter Executive Committee.

The hearing will consider only those charges contained in the President's written statement. The Faculty member will be provided an opportunity to make written and oral answer to the charges, to have with him or her an advisor of his or her own choosing who may act as counsel, to call witnesses in his or her behalf, and to have a full record of the hearing. In the hearing of charges of incompetence, the testimony shall include that of other teachers and scholars, either from the College or from other institutions.

The findings and recommendations of the Hearing Committee will be given in writing to the President and to the Faculty member. Within three days, the President will communicate in writing to the Faculty member whether he or she will withdraw the charges or impose sanctions. However, if a sanction is to be imposed, the Faculty member shall have three weeks to request review of the hearing record and of the decision of the President by the Board, which shall make a final decision.

Except as to procedural matters specifically covered in this Article, the procedures to be followed by the Faculty Executive Committee, the Hearing Committee, and the Board shall be determined respectively by each of these bodies. However, in determining such procedures, these bodies shall be guided by the American Association of University Professors 1982 Recommended Institutional Regulations on Academic Freedom and Tenure, insofar as such regulations are reasonably appropriate to the situation and resources of the College.

VII. FINANCIAL EXIGENCY

Termination of a continuous appointment because of financial exigency shall be demonstrably bona fide (Handbook, I.6.1.). Where termination is based upon financial exigency or discontinuance of a program or department of instruction, Article VI will not apply.

The existence of a financial exigency which may warrant the termination of a continuous appointment shall be determined by the mutual agreement of the President and the Executive Committee of the AAUP based upon a review of the total College budget. In the event that the two parties fail to reach a mutual agreement on the existence of financial exigency, this issue reverts to the Board of Trustees for final determination.

An exigency having been declared, the President will present (1) proposed budget limits (range) for the relevant budget years, (2) a proposal or proposals to bring the total Faculty salary budget within this range. He will meet jointly with a committee consisting of the members of the Faculty Executive Committee, the Faculty Senate, and the Executive Committee of the AAUP (non-voting) to discuss his or any other proposals in an attempt to reach a mutual agreement as to the proposed actions. In the event that the two parties (the President on the one hand, and the aforementioned Faculty Committee on the other) fail to reach a mutual agreement,

1. The Board of Trustees shall make a final determination as to the amount of Total Faculty compensation available for the relevant budgets.

2. The Executive Committee of the AAUP shall determine whether the prescribed budget reductions are to be made by termination of continuous appointments, by some other adjustment in Faculty compensation, or by some combination of these.

If the decision to terminate appointments is made, the committee (named above) shall determine the particular individuals affected.

No terminations which will result in the total discontinuance of a program or department shall be made without the concurrence of the Faculty Committee (named above) and the President.

VIII. OTHER DISMISSALS AND GRIEVANCES

All teachers (whether Faculty or not) will enjoy academic freedom as set forth in the Association of American Colleges - American Association of University Professors' 1940 Statement of Principles on Academic Freedom and Tenure, and in no case will dismissal be used to restrain their exercise of academic freedom or other rights of American citizens.

In the event of the dismissal of a teacher (in any category) before the expiration of his or her contract, consultation, a written statement of reasons, and the opportunity for a hearing under Article VI will be accorded.

In the event of non-reappointment of a probationary Faculty member where the Faculty member asserts that there were procedural irregularities, a Grievance (under this Article) will be accorded on request; where the Faculty member asserts that his or her non-reappointment constitutes a violation of academic freedom, or that there has been discrimination with respect to race, sex, religion, or national origin, a hearing under Article VI will be accorded.

If a Faculty member alleges a violation of the contract, or other complaint concerning matters not covered by Articles V and VI, the Faculty member shall so notify the President of the College, with a copy to the AAUP Executive Committee, within 40 days after the alleged violation or complaint, or within 40 days after the Faculty member first had knowledge of the event, whichever is longer. [In the event that the alleged procedural violation relates to consideration of faculty status (i.e., promotion, tenure, or reappointment), the 40-day period shall not begin until the President has issued his or her final decision.] The President and the AAUP Executive Committee shall meet within 10 working days after the receipt of the grievance or complaint and attempt to formally resolve the matter. If this meeting does not resolve the matter, a Hearing Committee made up of one member selected by the President, one member selected by the Executive Committee of the AAUP, and one member selected jointly by the President and the Executive Committee of the AAUP shall consider the complaint. This Committee shall be constituted within 10 working days after the meeting described above.

The Committee shall conduct a hearing in accordance with its own rules of procedure. The Committee shall meet, conduct the hearing, and issue a decision within 30 working days after its appointment. The decision of the Committee shall be binding on both parties. However, the Committee shall not add to, delete from, or in any other manner, modify the collective bargaining agreement.

IX. TERMS OF DISMISSAL

A Faculty member on continuous appointment who is dismissed because of financial exigency or for adequate cause shall receive his or her full salary for a year following the date of his or her dismissal except:

1. that no such salary payments shall be made to a Faculty member found by a Hearing Committee as appointed in Article VI to have willfully failed to meet major contractual responsibilities, and,

2. that payments to Faculty members terminated for prolonged inability to perform contractual duties shall cease whenever the Faculty member becomes eligible to receive total disability benefits under any policy of insurance upon which the College has paid all or part of the premiums.

X. RETIREMENT

Faculty members shall be retired at the end of the academic year in which the individual attains the age of 70.

XI. CONTRACTUAL OBLIGATIONS

The normal full-time teaching load is three courses each semester. It is the responsibility of all teachers to meet classes, advisees, and Major Conferences as established by Departmental and Divisional policies. Classes meet 30 weeks each academic year as scheduled, or for announced make-ups as required. Periodic student evaluations, criteria sheets, grades, moderation reports and course lists will be turned in by dates fixed by the Faculty Executive Committee.

Full-time teachers are required to be available on campus for the major part of 4 days each week. They will distribute their contact hours over these 4 days, including at least two posted office hours each week. The teaching load will not exceed 13 units as defined in the Handbook (I.4.1.).

Teachers with less than full-time appointments will have proportional loads and availability requirements. Thus, half-time appointees will be available on campus for the major part of two days each week.

Faculty members will perform normal committee assignments and attend Divisional and Faculty meetings.

Significant exceptions to these contractual obligations must be approved by the Faculty Executive Committee and the President.

XII. ACADEMIC POLICY

Faculty meetings shall be held monthly (unless deferred by the Faculty Executive Committee) and the agenda will be announced a week in advance. Only currently active Faculty (as defined in Article II) will vote on academic issues.

Subject, content and conduct, and size and criteria for admission of courses are the responsibility of each teacher,

subject to the direction and approval of his or her Departmental and Divisional colleagues, and the regular elected Committees of the Faculty, and subject to review by Faculty meetings. The Faculty has autonomy in academic affairs; e.g., the student-faculty ratio is an academic policy subject to Faculty approval.

XIII. RESEARCH AND TRAVEL

The College endorses and supports professional development of Faculty. An appropriate committee of the Faculty will administer funds for research and attendance at professional meetings on announced criteria, making detailed annual reports of allocations. All requests made and all grants of College funds for these purposes must be processed by the Committee.

For each of the following three years 1985-1986, 1986-1987 and 1987-1988 a minimum of $15,000 will be budgeted to the Faculty Research and Travel Committee for this purpose. The College expects to introduce additional support for faculty research.

XIV. ADMINISTRATIVE SERVICES

The College agrees to deduct from not more than three [twice a] month pay checks installments of American Association of University Professors and Chapter dues of each Faculty member who furnishes a written authorization for such deduction on a form acceptable to the College and the Chapter. Each Faculty member may cancel such authorization at any time by giving written notice of such cancellation to the College and to the Chapter. The amount of monthly installments of dues shall be certified to the College by the Chapter 30 days prior to the beginning of the fiscal year. Deductions shall be remitted to the Chapter at the end of the calendar month in which such deductions are made, together with a list of names of Faculty members from whose pay such deductions were made.

Within the limitations of its financial resources, the College will maintain adequate secretarial services for the Faculty, to support course preparation, with Faculty needs having first priority on the time of the designated secretary.

Subject to final action of the Faculty Executive Committee, the Registrar will assign course times and places with maximum consideration for Faculty requests.

XV. HOUSING

College-owned housing for Faculty members shall not be sold or converted to other purposes without prior consultation

with the Faculty Committee on Housing and Use of College Lands, meeting during College session, with ample opportunity for full consideration. In all events the College will observe the terms of its lease with the Faculty member and provide him or her first priority for alternative housing.

XVI. SABBATICAL

Each full and 3/4 time Faculty is entitled to regular sabbatical leave after 10 semesters, as provided in the Handbook (I.7.1.-3.) except that first sabbatical will occur after eleven semesters and second sabbaticals after nine semesters to be effective for new faculty hired in 1980.

XVII. SALARY INCREMENTS AND FRINGE BENEFITS
(See Attachment A)

The College accepts as Long Range Policy the following Annual Salary Plan:

1. Annual Across-the-Board increases equal to the average of the three previous years annual percentage change in the Consumer Price Index (All Items - National) using U.S. Department of Labor statistics as published in the Monthly Labor Review.

2. Merit and Promotional increases as negotiated by annual contract.

This policy can be implemented only within the bounds of prudent institutional fiscal responsibility and in the absence of significant financial reversals.

Annual Across-the Board increases will be distributed as follows:

1. 1/3 of the increase will be distributed as a fixed dollar amount to each Faculty member with part-time appointees receiving prorated shares.

2. 2/3 of the increase will be distributed as a fixed percent of their base salary.

PROMOTION

The promotional increment will be [$750 and $1,000 to the rank of associate professor and full professor respectively] and those receiving a promotional raise are not eligible for merit consideration.

To the extent that merit and equity increases are distributed, the following procedures will be followed:

MERIT

A. A Merit Advisory Committee consisting of the four Divisional Chairmen, the Chairman of the [Faculty Evaluation Committee,]* and the Dean of Academic Affairs shall recommend to the President faculty members deemed worthy of a Merit raise.

*Where the Chairman of the [Faculty Evaluation Committee] is also a Divisional Chairman, the [Faculty Evaluation Committee] shall elect one of its faculty members to serve on the M.A.C. in lieu of the Chairman.

B. The Dean shall provide a chart indicating for each member of the Faculty total length of service, time in rank, and salary quartile in rank (with Merit increments for the previous five years listed to show their relation to current salary).

C. Each faculty member shall submit to the Dean by the approved deadline a "Professional Data Sheet" (see Attachment B) for use by the M.A.C. in Merit Considerations. In the absence of this Data Sheet, no Merit considerations shall take place.

D. The Dean shall be responsible for reporting any infringement of Provision XI of the AAUP Contract or other relevant material.

E. In instances where the President does not concur with a recommendation from M.A.C., he shall notify that Committee in writing, and, if deemed necessary, meet with that Committee.

EQUITY

A. The President shall prepare a list of Equity raises, to which M.A.C. may add as deemed necessary.

B. In instances where the President does not concur with a recommendation from M.A.C., he shall notify that Committee in writing, and, if deemed necessary, meet with that Committee.

[SALARY]

The salary increment for [1986-1987] is the average of the Consumer Price Index for the preceding three years computed as follows:

Year	Percentage Change National Consumer Price Index (all items)
1983	3.0%
1984	3.4%
[1985]	[3.5%]
	[9.9%/3=3.3%]

This [3.3%] is further increased by an additional [2.3%].

The above increase of [5.6%] will be distributed across-the-board in accordance with the procedure set down in paragraph 3 of this section.

XVIII. PAST PRACTICES

The parties agree to continue all practices (as described in the Faculty Handbook and any revisions thereof); provided, however, that such practices are not in conflict with the provisions of this agreement. In the event of such a conflict, the terms of this agreement shall be controlling.

XIX. TERMINATION OR MODIFICATION OF AGREEMENT

The agreement shall be in full force and effect through June 30, [1987].

A change in this agreement during the time it is in force can be made by agreement of both parties.

If either party desires to terminate the agreement, it shall give written notice to the other party at least 60 days prior to the termination date. If either party desires to modify one or more provisions of this agreement or desires to add provisions, it shall, at least 60 days prior to the termination date, give written notice to the other party.

The contract areas of modification or areas of additional provisions shall be set forth in the notice. If either party desires to add items to the list of modification areas or additional provisions, it ordinarily may add these by giving notice of the same up to the time of the initial negotiating session, which shall be held at least 60 days prior to the termination date of the agreement unless the agreement is continued as provided below.

If notice as provided above is not given, this contract shall continue in full force and effect from year to year thereafter, subject to notice of termination, modification, or additional provisions as provided above.

[XX. NON-DISCRIMINATION

Neither Bard College nor the Chapter will discriminate because of membership or non-membership in the AAUP, nor on the basis of sex, race, color, age, religion, national origin, handicapping conditions, or sexual preference.]

FOR THE BARD COLLEGE CHAPTER
OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

Chapter Executive Committee

FOR BARD COLLEGE

Executive Vice President

President

ATTACHMENT A

APPENDIX ON FRINGE BENEFITS

AS SPECIFIED IN SECTION XVII OF THIS AGREEMENT

SICK LEAVE AND DISABILITY

In the event of short term illness or disability, including pregnancy and pregnancy-related disabilities, a Faculty member in his/her first two years of appointment is paid in full for a period extending to the end of the contract year in which the illness occurs. Faculty members, after the second year of their appointment, will be paid in full for a period extending to the end of the contract year in which the illness occurs or six months, whichever is longer. In most instances, his work load is assumed by other members of the Department or Division. In addition, the Faculty is covered by a total disability insurance program through TIAA. This coverage applies when an employee is declared totally disabled and becomes effective six months after the establishment of total disability. This plan, in conjunction with Social Security benefits, provides for approximately 60% of total salary, but not to exceed $2,500 monthly, for a long as total disability continues. The plan also provides for continuation of retirement premium payments. The entire premium for this protection is paid by the College.

In accordance with state and federal law, maternity benefits are included in this provision. Taking the guidelines of New York State law, the College suggests seven weeks as a reasonable leave for recuperation from a normal birth. However, the College also recognizes, in accordance with state law, as with other medical matters, in the case of complications at birth or post-partum, additional leave time may be granted for recuperation, but, the College may ask her to furnish documentation from her physician.

SOCIAL SECURITY

Bard College participates in the FEDERAL INSURANCE CONTRIBUTION ACT (FICA) which provides death, disability, and retirement benefits for the employee and his family as prescribed by law. For this purpose, the prevailing tax is deducted from the employee's salary and matched by a like contribution from the College.

WORKMEN'S COMPENSATION

All employees are covered by Workmen's Compensation Insurance as prescribed by law. In the event of a job-related injury or death, this plan provides for medical expenses and the payment of a portion of normal earnings as determined by the Workmen's Compensation Board. The entire premium for this protection is paid by the College.

UNEMPLOYMENT INSURANCE

All employees are eligible for New York State unemployment insurance protection in the event of involuntary termination of employment. The amount and duration of payments are determined by the State Unemployment Insurance Agency on the basis of individual claims submitted.

RETIREMENT

Participation in the TIAA-CREF retirement plan is optional after one year and compulsory after three years of service at Bard and attainment of age 25. A new employee who already has a TIAA contract may elect to participate in the Bard program immediately. The College contributes 12.5% of the base salary while the individual must contribute a minimum of 2.5%. The individual contribution may be made in the form of a salary deduction or a salary reduction. The salary reduction plan would enable an individual to take advantage of tax savings to the extent of his participation in the plan. Premiums are paid monthly and may be allocated between TIAA and CREF at the discretion of the employee. The contract belongs to the individual employee immediately.

BLUE CROSS/BLUE SHIELD

All full-time active employees and part-time employees working 338 hours (equivalent of 6/13 time fraction) per year or more are eligible to participate in the group-rated Blue Cross/Blue Shield Program. The plan offers basic coverage for sickness and accident benefits and is available on an individual or family basis. Effective July 1, 1973, the College has agreed to pay the monthly premium for individual employee coverage. The employee must pay the premium for dependent coverage. As of October 1, 1980, an improved Blue Cross/Blue Shield program was put into effect. The increase in premium for an individual is paid by the College.

MAJOR MEDICAL

All full-time active employees and part-time employees working 338 hours (equivalent of 6/13 time fraction) per year or more are eligible for Major Medical protection

available through Blue Cross/Blue Shield of Greater New York. This provides protection for extraordinary medical expenses which are beyond the scope of the basic Blue Cross/Blue Shield Plan. The Plan provides coverage for an employee and his dependents. The premium for the employee's coverage is paid by the College.

EDUCATION

a) Children of College employees may attend Nursery School without charge.
b) Regular tenure-track faculty of the College may take one or two courses per semester at Bard without charge.
c) Dependents of regular tenure-track faculty may enroll in Bard courses without payment of tuition. In the case of death of a tenured faculty member during service, children of such faculty member may enroll without payment of tuition.
In such cases where the dependent is eligible for state, federal, and/or private grants or scholarships restricted to tuition only, these funds will be paid to the college and the faculty member and/or the dependent is expected to complete all financial aid forms necessary to secure these funds.
d) Dependents of full-time employees may attend a college which is a member of the Tuition Exchange Program without payment of tuition, subject to the certification requirements of the Tuition Exchange Governing Board. [The College has been able in the past, with varying degree of success, to arrange for bilateral tuition agreements between institutions that are unable to certify students through this program. However, there is no guarantee that such agreements can be made in the future.]
[e) Dependents of regular non-visiting full-time tenure track faculty will be eligible for a tuition benefit payment of $1,000 per year if they choose to attend a college other than Bard, Simon's Rock or a college which is a member of the Tuition Exchange Program. This benefit is limited to undergraduate studies and shall not exceed the maximum of four years. In the case of non-visiting part-time faculty covered by this agreement, this benefit will be prorated accordingly.]

DISCOUNT PURCHASES

Employees are entitled to a 20% discount on all purchases made at the College Bookstore.

Arrangements may be made to secure fuel, gas, appliances, and other supplies through the Physical Plant Department at College discount rates.

PROFESSIONAL DEVELOPMENT FELLOWSHIPS

Professional development fellowships will be awarded by the College to Faculty Members who have specific projects (in such areas as Industry, Government, the Arts, Research, and Curricular Development) which will contribute to their professional development. Application for such fellowships will be made in a detailed written prospectus. The fellowships will carry an award of $2,000, and will be for one semester. The recipients of these fellowships will, contractually, be regarded as on a leave of absence. It is not expected that replacements for them will be hired. Exceptional arrangements (such as half-time leave at $1,000 or leaves for less than full-time Faculty with prorated awards) may be made. All such fellowships must be approved by the Faculty member's Division, the Research and Travel Committee and the President of the College. Part-time faculty will be given special consideration for such fellowships.

One-half to three-quarter time Faculty who are not eligible for sabbaticals may, with the approval of the Division, Senate, and President, be awarded professional development grants of $3,500 for a semester's leave after five years of teaching. The procedure will be for the department concerned to present a plan which details a strategy for handling additional conferences, advising, committee work, and changes in curriculum by March 1 of the prior academic year.

ATTACHMENT B

PROFESSIONAL DATA SHEET FOR THE ACADEMIC YEAR [1986 - 1987]

For Merit Raise Consideration by M.A.C.

FACULTY MEMBER'S NAME DIVISION

SCHEDULED COURSES: (Give titles. Mark new courses with asterisks.)

Fall [1986]:

Spring [1987]:

UPPER COLLEGE ADVISEES: (Give titles if Conference or Project.)

Fall [1986]:

Spring [1987]:

TUTORIALS: (Titles)

Fall [1986]:

Spring [1987]:

PROFESSIONAL DATA SHEET continued

The following data relates to your activities since the previous merit considerations in the Spring of 1974.

SERVICE TO THE COLLEGE:

Committees:

Other:

ACADEMIC OR CURRICULAR PROJECTS: (Describe and give durations)

PROFESSIONAL SERVICE IN PUBLIC OR ACADEMIC COMMUNITY: (Describe and give durations)

PUBLICATIONS, SHOWS, EXHIBITIONS, CONCERTS, ETC.: (Describe and indicate place and time of publication, show, etc.)

WORK IN PROGRESS: (Describe and indicate expected date of completion)